

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
MEMORANDUM OF UNDERSTANDING WITH THE OWNERS OF 304 W. MIAMI
ST., DEGRAFF, OHIO FOR PURPOSES OF CONSTRUCTING A PRIVACY FENCE
WITHIN THE VILLAGE'S UTILITY EASEMENT AND DECLARING AN
EMERGENCY IN THE VILLAGE OF DEGRAFF, OHIO**

WHEREAS, the Village seeks to enter into a Memorandum of Understanding (hereinafter, "Memorandum") with Bethany R. McBean and Derrik E. Andrews the owners (the "Owners") (collectively, the Village and Owners are referred to herein as the "Parties") of the real estate located at 304 W. Miami St., DeGraff, OH otherwise known as Logan County Parcel No. 26-117-06-05-013-000 (the "Real Estate").

WHEREAS, the Village has a sanitary sewer easement across the Owners' Real Estate that runs five feet on each side of the center line of the sewer line as shown on the construction plans in file with the Village Clerk (the "Easement Area"), said easement being recorded of record in the Official Records of the Logan County Recorder, Vol. 341, Pg. 808, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Easement").

WHEREAS, the Owners seek to construct a privacy fence within the Easement Area;

WHEREAS, the Village seeks to maintain its easement rights and the ability to access the sanitary sewer on the Owners' Property;

WHEREAS, the Village is agreeable to the Owners constructing a privacy fence within the Easement Area on the Owners' Real Estate;

WHEREAS, in the event that any form of construction, maintenance, and/or servicing is necessary on the Village's sanitary sewer line located on Owners' Real Estate, the Village shall be entitled to remove any portion of any structure erected within or on the Easement Area that the Village, in its sole discretion, deems necessary to access the sanitary sewer line;

WHEREAS, the Village will not be responsible for any damage to any structure erected by Owners, whether privacy fence or any other structure, or any subsequent owner, within the Easement Area;

WHEREAS, any such structures erected within the Easement Area on the Real Estate are erected at the risk of loss to Owners or any subsequent owners; and

WHEREAS, the parties shall record this Memorandum of Understanding with the Logan County Recorder so as to put all future owners on notice of the Village's rights regarding the Easement.

WHEREAS, the Village and Ownes seek to clarify their respective rights and responsibilities as it relates to said Easement and privacy fence by way of this Memorandum.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF DEGRAFF, OHIO:

SECTION I: That the Village Mayor be, and he hereby is, authorized and directed to enter into the Memorandum with the Owners, a true and accurate copy of which is attached hereto and incorporated herein as Exhibit B.

SECTION II: Upon execution, the Village shall record this Resolution and a fully-executed copy of the Memorandum with the Logan County Recorder.

SECTION III: That this Resolution is hereby declared to be an emergency measure made necessary to protect the health, safety and welfare of said Village, provide for its continuous uninterrupted services, and to allow for said easement to be executed at the earliest possible time; and it shall, therefore, be in force and take effect immediately upon its passage and signature by the Mayor.

PASSED: 07/01/2025

John Keen
President of Council

APPROVED: 07/01/2025

Stephanie Osburne
Mayor

ATTEST: 07/01/2025

Kaitlyn M. Bailey
Clerk of Council

I, Kaitlyn Bailey, Clerk of the Village of DeGraff, Ohio do hereby certify that the foregoing is a true and correct copy of Resolution 2025-25 Passed by Council of said Village on the 1st day of July, 2025.

Kaitlyn M. Bailey
Clerk

Form FNA 442-20
12-1-69

VOL 341 PAGE 808
UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
RIGHT-OF-WAY EASEMENT

LOCAL COUNTY RECORDS
RUTH ROVER

RECORDED
FILE NO. 11-11-72

STATE OF OHIO
RECEIVED

208C06
COMPARED

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to
Clara Belle Stewart

hereinafter referred to as GRANTOR, by Village of DeGraff
hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove

a sanitary sewer with all necessary appurtenances

over, across, and through the land or the GRANTOR situate in Loran
State of Ohio said land being described as follows:

Being Lot No. 216, Village of DeGraff

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be 10 feet in width, the center line of which is described as follows:

five foot each side of the center line of the sewer line as shown on the
construction plans on file with the Village Clerk. ALSO, a 20 foot tem-
porary construction easement along the 10 foot permanent easement

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structure or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 10th day of May

19 72
SIGNED & SWORN TO BEFORE
ME THIS 11
DAY OF May 1972
NOTARY PUBLIC

Franklin D. Stewart (MAIL)
Joyce Ann Stewart (MAIL)

FHA 442-20 (11-6-69)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, "Memorandum") is entered into by and between the Village of DeGraff, Ohio (the "Village") and Bethany R. McBean and Derrik E. Andrews, the owners (the "Owners") (collectively, the Village and Owners are referred to herein as the "Parties") of real estate located at 304 W. Miami St., DeGraff, OH otherwise known as Logan County Parcel No. 26-117-06-05-013-000 (the "Real Estate") and more particularly described on the attached Exhibit A.

WHEREAS, the Village has a sanitary sewer easement across the Owners' Real Estate that runs five feet of each side of the center line of the sewer line as shown on the construction plans in file with the Village Clerk (the "Easement Area"), said easement being recorded of record in the Official Records of the Logan County Recorder, Vol. 341, Pg. 808, a copy of which is attached hereto and incorporated herein as Exhibit B.

WHEREAS, the Owners seek to construct a privacy fence within the Easement Area;

WHEREAS, the Village seeks to maintain its easement rights and the ability to access the sanitary sewer on the Owners' Real Estate; and

WHEREAS, the Village and Owners seek to clarify their respective rights and responsibilities as it relates to said Easement and privacy fence by way of this Memorandum.

WHEREAS, the Village Council has authorized the Mayor to enter into this Memorandum of Understanding by way of Resolution No. 2025-25, which was approved in an open meeting of Council, and all deliberations of Council and any Committees that resulted in this action were in meetings open to the public can in compliance with the law.

NOW, THEREFORE, the Parties agree and acknowledge as follows:

- 1.) Owners may construct a privacy fence within the Village's Easement Area on the Owners' Real Estate.
- 2.) In the event that any form of construction, maintenance, and/or servicing is necessary on the Village's sanitary sewer line located on Owners' Real Estate, the Village shall be entitled to remove any portion of any structure erected within or on the Easement Area that the Village, in its sole discretion, deems necessary to access the sanitary sewer line.
- 3.) The Village will not be responsible for any damage to any structure erected by Owners, whether privacy fence or any other structure, or any subsequent owner, within the Village's Easement Area.
- 4.) Any such structures erected in the Easement Area on the Real Estate are erected at the risk of loss to Owners or any subsequent owners.

- 5.) The parties shall record this Memorandum of Understanding with the Logan County Recorder so as to put all future owners on notice of the Village's rights regarding the sanitary sewer easement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this _____ day of _____ 2025.

VILLAGE OF DEGRAFF, OHIO

Stephanie Orsborne Date
Mayor

Bethany R. McBean Date

Derrick E. Andrews Date

Exhibit A

Situated in the Village of DeGraff, Township of Miami, County of Logan, State of Ohio. And being Lot Numbered Two (2) in Lippincott's Second Addition to said Village of DeGraff, Ohio, as the same is recorded in Plat of said Addition in the Office of the Recorder of Logan County, Ohio, the same being known as Lot Number Two Hundred Sixteen (216) according to the New Numbering of Lots in said Village.

Prior Instrument Reference: OR 1412, Page 3702

Parcel No.: 26-117-06-05-013-000 (Lot 216)

Subject to all valid and enforceable conditions, restrictions, easements, rights of way and highways of record.